



**AGENDA
ORANGE COVE CITY COUNCIL
REGULAR MEETING
Wednesday, July 24th, 2024
6:30 PM**

City of Orange Cove Council Chambers
633 6th St.
Orange Cove, CA 93646

ZOOM Information

<https://us06web.zoom.us/j/88378553357?pwd=3Dk3Kpbpx3uSLuLSopsM4vuwtOpnU6.1>

Meeting ID: 883 7855 3357

Passcode: 903404

1. CALL TO ORDER/WELCOME

Roll call
Invocation
Flag Salute (Pledge of Allegiance)

2. CONFIRMATION OF AGENDA

3. CONSENT

(All items listed under the consent calendar category are considered routine. The complete consent calendar will be enacted by one motion by ROLL CALL VOTE. For purposes of discussion, any council member may have an item removed from the consent calendar and made part of the regular agenda. The Council can then approve the remainder of the consent calendar).

3.a. Consideration and Necessary Action to Approve the
Subdivision Agreement for the Macias Final Map No. 6289

Patlan

3.b. Consideration and Necessary Action to authorize the purchase
of splash pad equipment from Rain Deck not to exceed \$150,000
as a sole source supplier

Dominguez

4. REGULAR BUSINESS

4.a. **SUBJECT:** Receive “Certificate of Sufficiency” dated July 24, 2024, *Crouch* respect to the initiative petition entitled “Continues Orange Cove Police and Fire Special Tax” filed with the County Clerk/Registrar of Voters on pursuant to Elections Code Section 9114.

RECOMMENDATION: Receive “Certificate of Sufficiency” dated July 24, 2024, respect to the initiative petition entitled “Continues Orange Cove Police and Fire Special Tax” filed with the County Clerk/Registrar of Voters on pursuant to Elections Code Section 9114.

4.b. **SUBJECT:** Resolution No. 2024-24 of the City Council of the *Crouch* City of Orange Cove requesting the Board of Supervisors of the County of Fresno to consolidate and canvass the General Municipal Election to be held on November 5, 2024, with the Statewide General Election to be held on that date pursuant to California Elections code section 10400 et seq. for the purpose of submitting to the Electors of the City of Orange Cove an Initiative Measure amending the existing parcel tax to remove the sunset date and allowing it to continue on indefinitely; to permit the County Clerk/Registrar of Voters of the County of Fresno to render specified services to the City of Orange Cove relating to the conduct of said General Municipal Election pursuant to California Elections Code Section 10002; and authorizing reimbursement funds to pay for said services

RECOMMENDATION: Approve Resolution No. 2024-24 of the City Council of the City of Orange Cove requesting the Board of Supervisors of the County of Fresno to consolidate and canvass the General Municipal Election to be held on November 5, 2024, with the Statewide General Election to be held on that date pursuant to California Elections code section 10400 et seq. for the purpose of submitting to the Electors of the City of Orange Cove an Initiative Measure amending the existing parcel tax to remove the sunset date and allowing it to continue on indefinitely; to permit the County Clerk/Registrar of Voters of the County of Fresno to render specified services to the City of Orange Cove relating to the conduct of said General Municipal Election pursuant to California Elections Code Section 10002; and authorizing reimbursement funds to pay for said services

5. PUBLIC COMMENTS

Notice(s) to the Public: This is the opportunity for any member of the public to address the City Council on any item over which the Council has jurisdiction. No action or discussion will be taken on any item not on the agenda. Issues raised will be referred to the City Manager for review. Members of the public shall limit their remarks to three (3) minutes

6. ADJOURNMENT

ADA Notice: *In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 626-4488 ext. 213. Notification 48 hours prior to the meeting will enable the city to make arrangements to ensure accessibility to this meeting.*

Documents: *Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the front counter at City Hall, Orange Cove, CA during normal business hours. In addition, most documents are posted on the City's website at cityoforange Cove.com.*

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Orange Cove City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

GENERAL RULES OF DECORUM

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The mayor shall then ask Councilmembers if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impede the orderly conduct of any Council meeting.

ENFORCEMENT OF DECORUM RULES

(Resolution No. 2012-16)

While the City Council is in session, all persons must preserve order and decorum. A person who addresses the city council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct which is likely to provoke others to violent or riotous behavior, which disturbs the peace of the meeting by loud and unreasonable noise, which is irrelevant or repetitive, or which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.

The mayor or other presiding officer shall request that a person who is breaching the rules of decorum cease such conduct. If after receiving such a warning, the person persists in breaching the rules of decorum, the mayor or other presiding officer may order the person to leave the City Council meeting. If such person does not leave, the mayor or presiding officer may request any law enforcement officer who is on duty at the meeting as sergeant-at-arms to remove the person from the Council Chambers. In the event there is no one from law enforcement present, the mayor or presiding officer may direct the City Manager to contact law enforcement.

In accordance with the Point of Order Rule 4.6, the majority of the Council may overrule the mayor if the majority of the Council believes the mayor or other presiding officer is not applying the rules of decorum appropriately.



CITY OF ORANGE COVE

REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Shun Patlan, Director of Planning and Building
Subject: Subdivision Agreement, Macias Final Tract Map No. 6289
Attachments: Subdivision Agreement, Macias Final Map

RECOMMENDATION:

Staff recommends the Orange Cove City Council approve the Subdivision Agreement for the Macias Final Map No. 6289

BACKGROUND:

On April 10, 2024 the Orange Cove City Council approve the Macias Final map No. 6289 by Resolution No. 2024-06. As part of the approval process, a subdivision agreement shall be prepared and approved by the Orange Cove City Council. The subdivision agreement describes the subdividers requirements that includes required bonds, required improvements, soil & dust control requirements, inspections and other requirements.

ENVIRONMENTAL REVIEW:

No Environmental Review is required.

CONFLICTS OF INTEREST:

None

FISCAL IMPACT:

There are no financial impacts.


Shun Patlan

REVIEW: City Manager: _____ Finance: _____ City Attorney: _____

TYPE OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO ACTION
<input type="checkbox"/> Consent			<input type="checkbox"/> Public Hearing	
<input type="checkbox"/> Info Item			<input type="checkbox"/> Matter Initiated by a Council Member	
<input type="checkbox"/> Action Item			<input type="checkbox"/> Other	
<input type="checkbox"/> Department Report			<input type="checkbox"/> Continued to: _____	
<input type="checkbox"/> Redevelopment Agency				

CITY OF ORANGE COVE
SUBDIVISION AGREEMENT

TRACT No. 6289, MACIAS SUBDIVISION

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into this 24th day of July, 2024, by and between Efrain Yanez Construction, Inc. ("SUBDIVIDER"), and the City of Orange Cove, a Municipal Corporation ("CITY").

RECITALS

A. The SUBDIVIDER has presented to the CITY a final map of the proposed Subdivision of certain real property located within the city limits of the City and more particularly described in Exhibit "A" which has been filed with the City Engineer and is made a part hereof by reference ("Final Map") and identified as Mcias Tract Map No. 6289. The real property is to be developed in accordance with subdivision improvement plans, which have been filed with the City Engineer and are made a part hereof by reference and identified as Exhibit "B" (Improvement Plans"). Subdivider has requested that the CITY accept and approve the Final Map and the dedications delineated and shown on the Final Map for the use and purposes specified thereon, and otherwise approve the Final Map in order that the same may be recorded as required by law.

B. The CITY requires as a condition precedent to the acceptance and approval of the Final Map, the dedication of such streets and easements as are delineated and shown on the Final Map and deems the same as necessary for the public use and requires that any and all streets and easements delineated and shown thereon shall be improved by the construction thereon and the installation therein of the improvements specified herein.

C. Certain public improvements are required to be made by SUBDIVIDER in accordance with the approved tentative map of the Subdivision. Section 66462 of the California Government Code provides, as a condition precedent to the approval of the Final Map, that the City Council shall require the SUBDIVIDER to enter into an agreement to complete said public improvements.

D. SUBDIVIDER, agrees to enter into an agreement with the CITY to perform and complete the work and matters as hereinafter described in this Agreement;

NOW THEREFORE, it is hereby agreed as follows:

1. Improvements.

SUBDIVIDER shall complete all required public improvements in the Subdivision as identified in Exhibit "B" of this Agreement (collectively "Improvements") and in accordance with all of the requirements and standards as set forth in the approval or conditional approval of the Tentative Map of the Subdivision, the Orange Cove Municipal Code, all applicable laws, codes and regulations and the terms and conditions of this Agreement. In accordance with this agreement, all of the Improvements shall be completed no later than two years from the date of approval of this Agreement by the City of Orange Cove. A request to extend the time for completion of the Improvements must be in written form and received by the CITY not less than thirty (30) days prior to expiration of this Agreement and shall include facts in support of its request for such extension of time. Only the City shall have the authority to extend such time period. The extension period shall not exceed twelve (12) months.

Within thirty (30) days after the SUBDIVIDER notifies the City Engineer that the required work has been completed, the City Engineer shall inspect such work, and if such work has been performed in the required manner and in accordance with this Agreement, the Final Map, the Orange Cove Municipal Code and all other applicable laws, codes and regulations, the City Engineer shall advise the City Council that the public improvements are ready for acceptance by the CITY.

2. Inspection.

The CITY shall inspect all work in accordance with Section 16.44.080 of the Orange Cove Municipal Code including the SUBDIVIDER'S conformance with the CITY Standard and Specifications and any and all conditions, standards or requirements identified at the preconstruction conference held prior to commencing construction.

CITY shall schedule a preliminary final inspection and a deficiency list shall be compiled and submitted to the SUBDIVIDER for correction. Upon completion of all corrections or additional work as outlined by the deficiency list, the SUBDIVIDER shall certify in writing that all corrections have been completed and request a final inspection. Upon finding that all items have been corrected and upon receipt of as-built improvement plans, the Improvements may be provisionally accepted by the CITY pending approval of the final map and subdivision agreement for Macias Final Tract Map No. 6289, by the City Council.

The completion of corrections indicated by the deficiency list shall not relieve the SUBDIVIDER from the responsibility of correcting any deficiency not shown on the list that may be

subsequently discovered. Should the CITY require payment of additional engineering and inspection fees and costs for improvements constructed after the stated date of completion, the SUBDIVIDER must pay said additional fees and costs prior to acceptance by the City Council of the improvements.

3. Costs and Fees.

The SUBDIVIDER shall be responsible for the work, including without limitation, the costs identified in the Improvement Cost Estimate attached hereto and made a part hereof and identified as Exhibit "C" to this Agreement. SUBDIVIDER agrees to the amount thereof and agrees to pay, when due, all amounts identified therein, including without limitation, all CITY engineering and inspection fees.

4. Security.

SUBDIVIDER agrees to furnish security, which complies with Section 66499 et seq. of the California Government Code, in such amounts as are fixed by the CITY, to guarantee the faithful performance of this Agreement, including without limitation, the construction of the improvements and to guarantee payment to contractors, subcontractors, laborers, material men and other persons employed in the performance of the work under this Agreement. In the sole discretion of the CITY and with the written authorization of the CITY, the sureties provided by the SUBDIVIDER may be released in whole or in part in the following manner:

(a) Faithful performance sureties, not in excess of ninety percent (90%) of the estimated costs of the individual items of public improvements, may be released or the required surety amounts may be reduced as work is satisfactorily completed and tentatively accepted by the CITY.

(b) Forty-five (45) days after recordation of the Notice of Completion for the Subdivision, the sureties securing the payment to contractors and subcontractors and to persons furnishing labor, materials, or equipment may be released if claims, including without limitation, stop notices have not been filed.

(c) Ten percent (10%) of the total faithful performance surety, retained as the public improvement warranty, may be released one year after the Notice of Completion has been recorded. In the alternative, SUBDIVIDER shall provide CITY with new warranty security of not less than ten percent (10%) of the Improvement Cost Estimate identified in Exhibit "C" hereto, which security shall have a term of one (1) year from the date of recordation of the Notice of Completion.

In accordance with Section 16.44.040 of the Orange Cove Municipal Code, the SUBDIVIDER shall furnish, in writing, proof of adequate security deposit to all utility companies for the installation of electricity, gas, telephone, cable television and any other utility which charges are not part of the Improvement Cost Estimate set forth in Exhibit "C."

No final map shall be signed by the City Engineer or recorded until all improvement securities required by Section 16.44.040 of the Orange Cove Municipal Code and under this Agreement have been received and approved. The form of securities shall be one or the combination of forms as approved by the CITY.

5. Liability.

As a condition precedent and prior to commencement of the work to be performed pursuant to this Agreement, SUBDIVIDER shall furnish the CITY with a certificate of insurance with a separate endorsement evidencing the following insurance coverages:

Commercial and general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. Such insurance shall include products/completed operations liability, owners and contractor's protective blanket contractual liability, personal injury liability, broad form property damage coverage and explosion, collapse and underground hazard coverage. The insurance shall name the CITY, its appointed and elected officials, officers, employees and agents as additionally insureds; and be primary with respect to any insurance or self-insurance programs maintained by the CITY, and shall protect them from claims for personal injury, death or property damage suffered by third persons or by officers, employees, agents or independent contractors of the SUBDIVIDER, and arising out of or in connection with the work, which is the subject of this Agreement. Such policy or policies shall specifically provide that the CITY shall receive at least thirty (30) days prior written notice of any cancellation of such policy or policies. Any such notice shall be sent to the attention of the City Engineer. Notwithstanding an inconsistent statement in the insurance policy or certificate or subsequent endorsement attached thereto, the CITY shall be insured or named as an additional insured covering the work which is the subject of this Agreement, whether liability is attributable to the SUBDIVIDER or to the passive or active negligence of the CITY. The insurance shall be in effect on the date the work is commenced and shall expire no sooner than one year after the date of recordation of the Notice of Completion. The cost of providing this insurance requirement shall be borne solely by the SUBDIVIDER.

The expiration or proposed cancellation of any such insurance policy or policies, for any reason whatsoever, shall constitute a material breach of this Agreement.

6. Indemnification.

SUBDIVIDER hereby agrees to and shall protect, indemnify and hold harmless the CITY and all officials, officers, agents, representatives and employees thereof from and against any and all liability, loss, claims or damages of whatsoever kind or character, including attorneys' fees and costs of all types, in any way arising out of, or in any way related, directly or indirectly, to the work to be performed pursuant to this Agreement or the acts or omissions of the SUBDIVIDER, SUBDIVIDER's independent contractors, employees, representatives, agents and invitees, and the passive or active negligent acts or omissions of the CITY or its officers or employees and agents while acting within the scope of their duties and regarding, in any way, the work to be performed pursuant to this Agreement. These indemnification and hold-harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering the applicable to such damages, claims, or liability. This indemnification shall be binding upon the SUBDIVIDER whether or not there are any allegations of fault, negligence or liability of the parties indemnified hereunder and shall survive the completion of construction of the improvements.

SUBDIVIDER agrees that the use of any and all public streets and improvements, which are part of the Subdivision subject, shall be at all times, prior to the final acceptance by the CITY, the sole and exclusive risk of the SUBDIVIDER.

7. Permits and Compliance.

Should SUBDIVIDER be required to perform any work within any public rights-of-way or easements located beyond the Subdivision limits, SUBDIVIDER shall satisfy any and all requirements, other than the payment of fees, as necessary to obtain an encroachment permit for said work.

SUBDIVIDER shall make arrangements for the relocation of all overhead and underground public utility facilities that interfere with the construction of the Improvements. The SUBDIVIDER shall be responsible for the full cost of relocating such facilities.

The SUBDIVIDER shall repair any damage to public streets or other public property or improvements resulting from, incidental to, the construction of the Improvements, or in lieu of making such repairs, the SUBDIVIDER shall pay to the CITY the full cost of such repairs.

Building permits for individual lots of the Subdivision will not be issued until all underground utilities are installed within the public right-of-way, the trenches have been backfilled, and an approved all-weather road is constructed for street frontage and access.

No occupancy permits for any dwelling to be constructed within the Subdivision shall be issued until all Improvements are completed and accepted by the City Council.

In accordance with Section 16.24.090 of the Orange Cove Municipal Code, construction methods and materials for all Improvements shall conform to the Standards and Specifications of the CITY. Construction shall not commence until the required Improvement Plans have been approved by the City Engineer and payment of all fees have been received by the CITY.

The Improvements shall be constructed in accordance with all applicable street, plumbing, building, electrical and zoning codes and any other codes, rules or regulations of the CITY and the State of California.

The SUBDIVIDER shall require contractors and subcontractors to provide and maintain barricades and warning signs to protect and warn the public of construction hazards. Traffic control shall conform to a traffic control plan approved by the City Engineer. If, in the opinion of the City Engineer, proper barricades and warning signs are not being provided, the Contractor will be required to immediately stop work until proper traffic control is provided and approved by the City Engineer.

The SUBDIVIDER shall require all contractors and subcontractors to conform to the applicable provisions of the California Occupational Safety and Health Act ("OSHA"). Onsite inspection of the work will be requested of OSHA officials, and all work subject to this Agreement shall immediately stop if, in the opinion of the City Engineer, any such work is being performed in violation of OSHA or when appropriate safety measures are not being utilized for said work.

The SUBDIVIDER and its contractors and subcontractors shall pay for any materials, provisions and other supplies used in, upon, for, or about the performance of the work to be performed hereunder and for any and all work or labor associated therewith and for all amounts due under the Workers' Compensation and the unemployment insurance acts and all

other applicable laws or regulations of the State of California or the United States with respect to such work or labor, including without limitation, as required by Section 3200 of the California Labor Code and Section 4200 of the California Government Code.

8. Scheduling.

It shall be the responsibility of the SUBDIVIDER to coordinate all work performed by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of the CITY be placed in the position of making decisions that are the responsibility of the SUBDIVIDER. It shall further be the responsibility of the SUBDIVIDER to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of the SUBDIVIDER to notify the City Engineer may cause delay for which the SUBDIVIDER shall be solely responsible.

9. Soil and Dust Control Provisions.

The SUBDIVIDER is responsible for the arrangement for and payment of all CITY-required soil tests at locations as determined by the City Engineer. Payment for said tests shall be made directly by the SUBDIVIDER to the certified testing firm of the SUBDIVIDER's choice. Adequate dust control shall be maintained by the SUBDIVIDER on all streets within and outside of the Subdivision on which work is required to be performed under this Agreement, from the time work is first commenced until all work is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water or approved dust palliative with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the Subdivision. Whenever, in the opinion of the City Engineer, adequate dust control is not being maintained on any street or streets or other areas of the Subdivision, the City Engineer shall give notice to the SUBDIVIDER to comply with the provisions herein, or, at the election of the City Engineer, notice may be mailed to the SUBDIVIDER at his address on file with the City Engineer. If, within twenty-four (24) hours after personal service or within forty-eight (48) hours after mailing of notice, the SUBDIVIDER has not commenced to maintain adequate dust control or at any time

thereafter fails to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any street or streets to be sprinkled with water or an approved dust palliative as may be deemed necessary by the City Engineer to eliminate the scattering of dust. Such dust control shall be performed by equipment and personnel of the CITY or by contract as the City Engineer shall determine, and the SUBDIVIDER agrees to pay to CITY, upon receipt of the billing, therefore, the entire cost to the CITY of such dust control.

When the surfacing on any existing street is disturbed, the surfacing shall be immediately replaced with temporary surfacing and permanently paved within fourteen (14) calendar days thereafter. The streets shall be maintained in a safe and passable condition at all times between the commencement of construction of improvements and final completion thereof.

10. Reimbursement.

If the City Municipal Code provides SUBDIVIDER with the right to receive cash reimbursement or Impact Fee credit because of the construction of certain improvements or the oversizing thereof, SUBDIVIDER must request payment of the cash reimbursement or preparation of a reimbursement agreement, whichever is applicable, or the Impact Fee credit prior to the date of final acceptance of all subdivision improvements by the Orange Cove City Council. Such request must be made in writing and received by the City Public Works Director prior to the date of final acceptance of all subdivision improvements by Orange Cove City Council. SUBDIVIDER agrees that should it fail to make such written request by the date identified herein, SUBDIVIDER forever waives its right to request and receive any cash reimbursement, reimbursement agreement or Impact Fee credit.

11. Prevailing Wage Laws, Rules and Regulations.

Applicant shall comply with and shall require all contractors to comply with all prevailing wage laws, rules and regulations applicable to the project. Unless otherwise advised in writing by the City of Orange Cove, applicant shall be solely responsible for making any and all decisions regarding any portion or aspect of the project, including, without limitation, any form of reimbursement by the City of Orange Cove to the applicant or any contractor, will require the payment

of prevailing wages. Further, the applicant will be solely responsible for the payment of any claims, fines, penalties, reimbursements, payments or any other actions that may be initiated against applicant or any contractor as a result of failure to pay prevailing wages.

Applicant shall defend, indemnify and hold harmless the City of Orange Cove, its officials, officers, employees, representatives, agents and attorneys from and against any and all claims, damages, losses, judgments, liabilities, expenses and other costs, including, without limitation, litigation costs and attorney's fees arising out of, resulting from or in any way in connection with any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the project. Applicant's obligation to defend, indemnify and hold the City of Orange Cove harmless specifically includes, but is not limited to, any suit or administrative action against the City of Orange Cove which claims a violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the project.

Applicant's obligations to defend, indemnify and hold the City of Orange Cove, its officials, officers, employees, representatives, agents and attorneys harmless as set forth herein, shall include, but shall not be limited to, staff time, copying costs, court costs, the costs of any judgments or awards against the City of Orange Cove for damages, losses, litigation costs or attorney fees arising out of any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the project and costs of any settlement representing damages, litigation costs and attorney's fees to be paid to other parties arising out of any such proceeding or suit.

The City of Orange Cove may, at any time, require the applicant to reimburse the City of Orange Cove for costs that have been, or which the City of Orange Cove reasonably anticipates will be, incurred by the City of Orange Cove during the course of any action. Applicant shall reimburse the City of Orange Cove within thirty (30) days of receipt of an itemized written invoice from the City of Orange Cove. Failure of the applicant to timely reimburse the City of Orange Cove shall be considered a material violation of the conditions of approval of the project.

12. Sole and Only Agreement.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants

and agreements between the parties regarding such matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement, and no other agreement, statement or promises shall be valid or binding.

13. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

14. Attorneys' Fees.

If an action at law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior or Municipal Court, whichever is applicable, in the County of Fresno, State of California for any proceeding arising hereunder.

15. Successors and Assigns.

The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This Agreement shall not be assignable by SUBDIVIDER without the express prior written consent of CITY.

16. Governing Law.

This Agreement shall be construed and governed pursuant to the laws of the State of California.

17. Time of the Essence.

Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the

SUBDIVIDER
Efrain Yanez Construction, Inc.

Dated: 6-24, 2024

By: 
Efrain Yanez, CEO

Dated: _____, 2024
APPROVAL

By: _____
Shun Patlan
Director of Planning and Building, City of Orange
Cove

ATTEST:

By: _____
City Clerk, City of Orange Cove

Exhibit "B"
Macias Final Map No. 6289 Improvement Plans

**Reference: Macias Final Map No. 6289 Improvement Plans
approved by City Engineer dated March 1, 2023**

Exhibit "C"
Development and Impact Fee for Macias Tract No. 6289

***Development Impact Fees**

1. Streets/\$1,070.00 per unit x 39 Unit	\$ 41,770.00
2. General Government/\$883.00 per Unit x 39 Units	\$ 34,437.00
3. Buildings/\$52.00 per Unit x 39 Units	\$ 2,028.00
4. Water Treatment/\$2,134.00 Per Unit x 39 Units	\$ 48,126.00
5. Water distribution/\$2,414.00 Per Unit x 39 Units	\$ 94,146.00
6. Sewer Treatment/\$1,567.00 Per Unit x 39 Units	\$ 61,113.00
7. Sewer Collection/\$3,460.00 Per Unit x 39 Units	\$134,940.00
8. Storm Drain/\$662.00 Per Unit x 39 Units	\$ 25,818.00
9. Parks & Recreation/\$1,714.00 per Unit x 39 Units	\$ 66,846.00
10. Law enforcement/\$243.00 per Unit x 39 Units	\$ 9,477.00
11. Fire Protection/\$474.00 Per Unit x 39 Units	\$ 18,486.00

***Plan Check and Inspection Fees**

1. \$39,661.99

***Estimated Construction Costs**

1. Demolition Cost (Completed)	-\$ 87,600.00
2. Earthwork Cost (Completed)	-\$ 288,281.00
3. Streets Cost	\$ 5,216.00
4. Concrete Cost	\$ 212,669.40
5. Drainage Cost (Completed)	-\$ 140,446.66
6. Sewer Cost (Completed)	-\$ 174,480.00
7. Water Cost	\$ 181,200.00
8. Miscellaneous Cost	\$ 337,200.00

Total Costs \$ 736,285.70

***Bonds/Security**

1. Performance Bond	\$ 736,285.70
2. Labor and Material Bond	\$ 184,071.35
3. A Warranty Bond	\$ 73,628.50

***Administrative Fee**

1. Developer shall pay a \$200.00 Administrative Fee at close for each sale through escrow.

Note: Development Impact Fees are deferred at closing through escrow of each sale as approved by the Orange Cove City Council on April 12, 2023



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Dario Dominguez, Public Works Director
Subject: Splash Pad
Attachments: Quote from Rain Deck

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of splash pad equipment from Rain Deck not to exceed \$150,000 as a sole source supplier.

BACKGROUND:

The City of Orange Cove presented the budget with a splash pad to be constructed at Eaton Park from Parks and Recreation Impact fees. As part of this project, the City plans to purchase specialized custom equipment to provide a fun and safe water play area for children and families.

DISCUSSION:

After a thorough review of available suppliers, staff has determined that Rain Deck is the most suitable vendor to supply equipment for this project. The products offered by Rain Deck are highly specialized and considered non-commodity items.

CONFLICT OF INTEREST:

None.

FISCAL IMPACT:

The total cost for splash pad equipment fits within the \$175,000 budget utilizing the fund balance from Parks and Recreation impact fees. Additional funds from the impact fee balance are available, but budget adjustments are not being requested at this time.

JUSTIFICATION FOR SOLE SOURCE:

Features: Quality equipment with reusable water filtration system.

Quality and Reliability: Rain Deck has a proven track record of providing high-quality splash pad equipment that meets all safety and durability standards.

Compatibility: The equipment from Rain Deck is compatible with the existing infrastructure and design plans for the splash pad.

Timeliness: Rain Deck can deliver the equipment within the required timeframe, ensuring the project stays on schedule.

Alternative: Should the City Council decide not to approve the purchase of splash pad equipment from Rain Deck, alternative options include:

- Direct staff to issue a Request for Proposals (RFP) to explore other potential suppliers.
- Postpone the project to allow for further market research and evaluation of additional vendors.

Conclusion: Authorizing the purchase of splash pad equipment from Rain Deck will enable the City to proceed with the installation of the new splash pad at Eaton Park, providing a valuable recreational amenity for the community. It is recommended that the City Council approve this purchase as a sole source procurement.

Prepared by: Public Works Director

Approved by: Dario Dominguez

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION:

APPROVED

DENIED

NO ACTION

Consent

_____ Public Hearing

_____ Info Item

_____ Matter Initiated by a Council Member

_____ Action Item

_____ Other

_____ Department Report

_____ Continued to: _____

_____ Redevelopment Agency



ESTIMATE #31727

RECIPIENT:

DANIEL PARRA
CITY OF ORANGE COVE
633 SIXTH STREET
ORANGE COVE, CA 93646
DPARRA@CITYOFORANGECOVE.COM

RESPONDENT:

JENNIFER HEFLIN
OFFICE: (888) 445-7246 EXT. 719
JENNIFER@RAINDECK.COM



Rain Deck, LLC
20835 S. Ellsworth Rd
Queen Creek, AZ 85142
888-445-7246
www.raindeck.com

INVOICE: #31727

DATE: 07/19/2024

BILLING ADDRESS

Daniel Parra
City of Orange Cove
633 Sixth Street
Orange Cove, CA 93646

SHIPPING ADDRESS

Daniel Parra
City of Orange Cove
633 Sixth Street
Orange Cove, CA 93646

SALES REP

Jennifer Heflin
jennifer@raindeck.com

PRODUCT	COST	QTY	TOTAL
COMMERCIAL FEATURES / STAINLESS STEEL			
RDS351-0 Rain Deck SS Bucket Tower 1 (RDS351-0)	\$36,158.00	× 1	\$36,158.00
RDS303-0 Rain Deck SS 60" Water Mushroom (RDS303-0) w/ SS Footing Base (RDS399-0)	\$7,305.00	× 1	\$7,305.00
RDS348-0 Rain Deck SS Water Cannon (RDS348-0) w/ SS Footing Base (RDS399-0)	\$7,979.00	× 2	\$15,958.00
RDS360-0 Rain Deck SS Rain Serpent (RDS360-0) w/ SS Footing Base (RDS399-0)	\$7,802.00	× 1	\$7,802.00
RDS342-0 Rain Deck SS Water Loop 6' Set - 3 (RDS342-0)	\$12,503.00	× 1	\$12,503.00



RDS327-0

Rain Deck SS Fire Hydrant (RDS327-0) w/ SS Footing Base (RDS399-0)

\$6,090.00

× 1

\$6,090.00

GROUND SPRAYS

RD102-0

Rain Deck 3" Universal Housing (RD102-0)

\$49.00

× 16

\$784.00

HOLDING TANKS / RAIN DIVERTER

RD706-0

Rain Deck 2500 Gallon Holding Tank (RD706-0)

\$10,029.00

× 1

\$10,029.00

ORDER SUBTOTAL:

\$96,629.00

- SHIPPING:

\$4,268.10

ORDER TOTAL:

\$100,897.10

GPM's: MIN 93 / TYP 194.5

DEDICATED FREIGHT

*NOTE: This sales order is subject to the Rain Deck [Terms and Conditions](#). Rain Deck is not responsible for knowing local code requirements. Client should verify all requirements prior to placing order.



INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The Orange Cove City Attorney has prepared the following title and summary of the chief purpose and points of the proposed measure:

CONTINUES ORANGE COVE POLICE AND FIRE SPECIAL TAX. This measure proposes to amend existing Ordinance No. 368 which added Chapter 3.34 to the Orange Cove Municipal Code. Chapter 3.34 establishes a special parcel tax. Single family residential will be taxed \$95 annual; multi-family residential will be taxed \$65 per unit annually; agricultural parcels will be taxed \$95 annually; commercial parcels will be taxed \$495 annually; and industrial parcels will be taxed \$750 annually.

Currently, Chapter 3.34 has a sunset clause which would cause the special parcel tax to expire on November 30, 2024. The proposed measure will amend Chapter 3.34 to remove the sunset clause and allow the special parcel tax to continue, without expiration, until repealed. The proposed measure will not amend the amounts of the parcel tax established in Ordinance No. 368, it only seeks to remove the sunset clause. Instead, the proposed measure will prevent the ending and re-starting of the police and fire special tax, and will allow the special tax to continue on.

NOTICE OF INTENTION TO CIRCULATE PETITION

Notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the City of Orange Cove for the purpose of Measure O. A statement of the reasons of the proposed action as contemplated in the petition is as follows:

Measure O proposes to raise revenue for police and fire protection by removing the sunset clause from the existing police and fire parcel tax, which is set to expire in November 2024. By removing the sunset clause, Measure O proposes to continue the police and fire parcel tax beyond November 2024, without expiration, until repealed by the voters. Measure O is a continuation of a parcel tax on each parcel of real property in the City. The tax would be paid in addition to current State and local property taxes and would be collected at the same time and in the same manner as the existing real property taxes. Approval of Measure O will not change anyone's assessment and 100% of funds stay in Orange Cove and can only be spent on our police and fire. Measure O continues the highest level of public safety which residents expect and have experienced since its adoption, including rapid-response emergency and life-saving services, top-tier fire and police protection, as well as continuing improvements in response times and crime prevention.

Measure O proposes that the parcel tax continue to be used to fund police and fire protection and prevention services. The City is legally bound to use the funds for police and fire prevention and protection. The Measure provides for a citizen oversight committee to ensure the funds are spent as intended by the voters.

Measure O will protect lives and maintain the highest level of safety in Orange Cove by providing needed funding to police and fire. Every penny of Measure O funds remain in Orange Cove to protect residents, homes, schools, businesses and property. It provides approximately \$263,965 annually, which went directly to our Fire and Police budgets.

Approval of Measure O will prevent cuts in public safety personnel and equipment that could result in longer police and fire response times and reductions in service. In an emergency, every second matters. Measure O protects our community and keeps our police and fire services top-tier for the residents of Orange Cove.

Josie Cervantes
Printed Name of Proponent

[Signature]
Signature of Proponent

803 11th St.
Business or Residence Address

Orange Cove, Ca 93644
City, State, Zip Code

PUBLIC NOTICE

**INITIATIVE MEASURE TO BE
SUBMITTED DIRECTLY TO THE
VOTERS**

INITIATIVE MEASURE TO BE SUBMIT-
TED DIRECTLY TO THE VOTERS

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Currently, Chapter 3.34 has a sunset clause which would cause the special parcel tax to expire on November 30, 2024. The proposed measure will amend Chapter 3.34 to remove the sunset clause and allow the special parcel tax to continue, without expiration, until repealed. The proposed measure will not amend the amounts of the parcel tax established in Ordinance No. 368, it only seeks to remove the sunset clause. Instead, the proposed measure will prevent the ending and re-starting of the police and fire special tax, and will allow the special tax to continue on.

IPL0182790

Jul 9 2024

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

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Notice of Intention to Circulate Petition

Notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the City of Orange Cove for the purpose of Measure O.

/s/ Josie Cervantes _____
 Name of Proponent Proponent Address City, State, Zip Code

NOTICE TO THE PUBLIC

THIS PETITION MAY BE CIRUCALTED BY A PAID SIGNATURE GATHERER OR A VOLUNTEER.
 YOU HAVE A RIGHT TO ASK.

Official Use
Only

1. (Print Name)	(Residence Address ONLY)	
(Signature)	(City)	
2. (Print Name)	(Residence Address ONLY)	
(Signature)	(City)	
3. (Print Name)	(Residence Address ONLY)	
(Signature)	(City)	
4. (Print Name)	(Residence Address ONLY)	
(Signature)	(City)	

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SECTION 1. Amendment of Special Police/Fire Tax. Chapter 3.34.070 of the Orange Cove Municipal Code is amended to read as follows:

~~3.34.070 Sunset Clause. — The Special Tax adopted under this Chapter shall sunset and expire by operation of law on November 30, 2024. Expiration.~~ The Special Tax adopted under this Chapter shall continue until repealed. The Special tax will not end on November 30, 2024, and re-start, the Special Tax will continue on.

NOTICE TO THE PUBLIC

THIS PETITION MAY BE CIRCULATED BY A PAID SIGNATURE GATHERER OR A VOLUNTEER.
YOU HAVE A RIGHT TO ASK.

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Only

5. (Print Name)	(Residence Address ONLY)	
(Signature)	(City)	
6. (Print Name)	(Residence Address ONLY)	
(Signature)	(City)	
7. (Print Name)	(Residence Address ONLY)	
(Signature)	(City)	

DECLARATION OF PERSON CIRCULATING SECTION OF MEASURE PETITION

I, _____, solemnly swear all of the following:

1. That I am 18 years of age or older.
 2. That my residence address, including street and number, is _____.
 3. That the signatures on this section of the petition form were obtained between _____, 20____, and _____, 20____; that I circulated the petition and I witnessed the signatures on this section of the petition form being written; and that, to the best of my information and belief, each signature is the genuine signature of the person whose name it purports to be.
- I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____ at _____, California.

Signed _____ Date _____

ORDINANCE NO. _

AN ORDINANCE OF THE CITY OF ORANGE COVE AMENDING A SPECIAL TAX FOR POLICE AND FIRE AS AUTHORIZED IN GOVERNMENT CODE SECTION 53978, AMENDING CHAPTER 3.34.070 OF THE CITY OF ORANGE COVE MUNICIPAL CODE.

THE CITY COUNCIL OF THE CITY OF ORANGE COVE DOES ORDAIN AS FOLLOWS:

SECTION 1. Amendment of Special Police/Fire Tax. Chapter 3.34.070 of the Orange Cove Municipal Code is amended to read as follows:

3.34.070 ~~**Sunset Clause.** — The Special Tax adopted under this Chapter shall sunset and expire by operation of law on November 30, 2024.~~ **Expiration.** The Special Tax adopted under this Chapter shall continue until repealed. The Special tax will not end on November 30, 2024, and re-start, the Special Tax will continue on.

ORDINANCE No. _ was PASSED AND ADOPTED by the Voters of the City of Orange Cove, County of Fresno, by a 2/3 vote of the voters at a regular election held on March 5, 2024.

ATTEST:

Cynthia Cisneros
City Clerk

RESOLUTION NO. 2024-24

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO TO CONSOLIDATE AND CANVASS THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10400 ET SEQ. FOR THE PURPOSE OF SUBMITTING TO THE ELECTORS OF THE CITY OF ORANGE COVE AN INITIATIVE MEASURE AMENDING THE EXISTING PARCEL TAX TO REMOVE THE SUNSET DATE AND ALLOWING IT CONTINUE ON INDEFINITELY; TO PERMIT THE COUNTY CLERK/REGISTRAR OF VOTERS OF THE COUNTY OF FRESNO TO RENDER SPECIFIED SERVICES TO THE CITY OF CITY OF ORANGE COVE RELATING TO THE CONDUCT OF SAID GENERAL MUNICIPAL ELECTION PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10002; AND AUTHORIZING REIMBURSEMENT FUNDS TO PAY FOR SAID SERVICES

WHEREAS, on _____, Proponent submitted to the Fresno County Clerk/Registrar of Voters a citizens initiative petition (“Petition”) signed by not less than 10% of registered voters in the City of Orange Cove; and

WHEREAS, the Petition proposes the ordinance, attached hereto as Exhibit 1, to amend the existing parcel tax for police and fire to remove the sunset clause and allow the tax to continue on beyond November, 2024 (“Ordinance”); and

WHEREAS, on _____, pursuant to Elections Code Section 9115, the Fresno County Clerk/Registrar of Voters completed a random sample signature verification of the Petition, finding that the Petition is signed by the requisite number of qualified voters to declare the Petition sufficient; and

WHEREAS, the City of Orange Cove shall submit the Ordinance, without alteration, to the voters in the next statewide election; and

WHEREAS, the Proponent has requested that the measure be designated “Measure O”; and

WHEREAS, approval of a regular majority of the electors voting upon the measure is required for passage of the measure.

WHEREAS, a Statewide General Election will be held on November 5, 2024; and

WHEREAS, it is the desire of the City Council of the City of Orange Cove to adopt a Resolution requesting the Board of Supervisors of the County of Fresno to consolidate said election with the Statewide General Election pursuant to Part 3 of Division 10 of the Elections Code of the State of

California (commencing with Section 10400) to be held on the same date and that, within the City of Orange Cove, the precincts, vote center locations, ballot drop box locations, and election officers of the two (2) elections be the same; the County Clerk/Registrar of Voters canvass the returns of the General Municipal Election; and the election be held in all respects as if there were only one (1) election; and

WHEREAS, it is the desire of the City Council of the City of Orange Cove to adopt a Resolution requesting the Board of Supervisors of the County of Fresno to render specified services to the City of Orange Cove relating to the conduct of a General Municipal Election pursuant to Section 10002 of the Elections Code of the State of California; and

WHEREAS, Section 10002 of the Elections Code of the State of California requires the City of Orange Cove to reimburse the County of Fresno in full for the services performed upon presentation of a bill to the city of Orange Cove.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE COVE as follows:

SECTION 1. A General Municipal Election is called and ordered for the City of Orange Cove to be held on November 5, 2024, for the purpose of an election to decide on a parcel tax measure, to be called "Measure O."

SECTION 2. Pursuant to the requirements of Section 10403 of the Elections Code of the State of California, the Board of Supervisors of the County of Fresno is hereby requested to consent and agree to the consolidation of the General Municipal Election and the Statewide General Election on November 5, 2024.

SECTION 3. In accordance with the provisions of Section 10403 of the Elections Code of the State of California, the City Council of the City of Orange Cove acknowledges that the consolidated election will be held and conducted in accordance with the provisions of law regulating the Statewide General Election pursuant to Section 10418 of the Elections Code of the State of California.

SECTION 4. The Board of Supervisors of the County of Fresno is requested to direct the County Clerk/Registrar of Voters to take any and all steps necessary for and related to the holding of the consolidated election in a manner consistent with law, including, without limitation: the provision of all election materials and equipment; publication of notices; the hiring, training and supervision of election officers and other election personnel; the printing and distribution of ballot materials; the translation of ballot materials; the collection of submitted ballots; the tallying and canvassing of votes; and the certification of election results.

SECTION 5. Pursuant to Section 10002 of the Elections Code of the State of California, the City Council of the City of Orange Cove authorizes reimbursement to the County of Fresno in full for the services to be performed as herein requested and that said sum be paid to the County of Fresno upon demand and presentation of a bill to the City of Orange Cove.

SECTION 6. The ballot question hereby approved for said election shall read as follows:

ORANGE COVE POLICE AND FIRE SPECIAL TAX. To continue generating approximately \$263,965 annually to fund police and fire services where eighty (80%) of the special tax proceeds shall be used for police services and twenty percent (20%) shall be used for fire services, shall the measure levying \$95/parcel for single-family homes and specified amounts for multifamily, commercial, agricultural, and industrial parcels, known as Measure “O”, be adopted without expiration, with all funds generated staying in the City of Orange Cove?

SECTION 7. Because the Measure is a initiative proposed by the citizens of the City of Orange Cove, it will require only require a regular majority for passage.

SECTION 8. The City requests that the Registrar of Voters publish the Notice of Election in the following newspaper, which is the newspaper of general circulation that is regularly circulated in the City: Reedley Exponent.

THE FOREGOING RESOLUTION WAS APPROVED AND ADOPTED by the City Council of the City of Orange Cove at a regular meeting of the City Council held on July 24, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

APPROVED:

Diana Guerra-Silva, Mayor

ATTEST:

Cynthia Cisneros, City Clerk